

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND
THE COUNTY OF MONTEREY ON
BEHALF OF THE MONTEREY COUNTY
DEPARTMENT OF HEALTH



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND THE COUNTY OF MONTEREY ON BEHALF OF
THE MONTEREY COUNTY HEALTH DEPARTMENT**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **County of Monterey**, a political subdivision of the State of California, on behalf of **Monterey County Health Department** (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto, and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on October 1, 2020 and ending December 21, 2023, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in the Cohort 3 California Violence Intervention Prevention Grant Award Agreement with State of California Board of State and Community Corrections outlined in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **Sixty Seven Thousand Five Hundred and Eighty Five dollars (\$67,585)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date or date range the services were performed;
- (C) The number of hours spent and by whom;

- (D) A brief description of any costs incurred; and
- (E) Supporting documentation as required by BSCC such as receipts, pay detail
- (F) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Jose Arreola, Community Safety Administrator, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.**

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

11. **Insurance.** Consultant is lawfully self-insured for purposes of General Liability. See **Exhibit A** for coverages.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

(1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Krista Hanni, MS, PhD
Planning, Evaluation, and Policy Manager
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906

With a copy to:

Elsa Jimenez, MPH
Director of health
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

28. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

29. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

31. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any

statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

32. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

33. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

34. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Date: _____
Steve Carrigan
City Manager

APPROVED AS TO FORM:

Date: _____
 Christopher A. Callihan, City Attorney, or
 Rhonda Combs, Assistant City Attorney

CONSULTANT – County of Monterey

Date: _____
Elsa Mendoza Jimenez, Director of Health

Approved as to Form:

DocuSigned by:
Stacy Saetta Date: 6/2/2021 | 2:12 PM PDT
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Deputy County Counsel

Stacy Saetta Deputy County Counsel

Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney Date: 6/2/2021 | 2:16 PM PDT
D3834BFEC1D8449...
Auditor/Controller

Gary Giboney Chief Deputy Auditor-Controller

Name and Title

Exhibit A

MONTEREY COUNTY

COUNTY COUNSEL - RISK MANAGEMENT

LESLIE J. GIRARD
COUNTY COUNSEL-RISK MANAGER

168 W. ALISAL STREET 3RD
FLOOR
SALINAS, CA 93901-2680
P: (831) 755-5045
F: (831) 755-5081
www.co.monterey.ca.us



April 27, 2021

City of Salinas

RE: Evaluation of Reducing Youth Violence

By this letter, I hereby certify that the County of Monterey is lawfully self-insured for purposes of General Liability and Automobile Liability related to County sanctioned activities.


By order of the Board of Supervisors, the County of Monterey maintains a reserve fund to cover occurrences within a self-insured retention level of \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million (total layers up to \$50 million) through a Joint Powers Authority agreement with other counties called Public Risk, Innovations, Solutions, and Management ("PRISM") (formerly CSAC – EIA) with a master policy number 20 GL2-13, effective 7/1/2020 – 6/30/2021.

This policy and its limits are inclusive of Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage.

Also through PRISM, the County purchases a broad form property policy covering fire, vandalism, extended coverage, business interruption, etc. The primary layer of this coverage (\$25 million) with a master policy number PRISMPR 21-22 effective 3/31/2021 – 3/31/2022.

The County is self-insured for purposes of Workers' Compensation with statutory limits.

Respectfully,



Leslie J. Girard
County Counsel – Risk Manager

Exhibit B

Project Description:

City and Consultant (in this exhibit, sometimes individually referred to as “Agency” and collectively referred to as “Agencies”) shall work together toward the mutual goal of evaluating the reduction of youth violence using evidence-based prevention and intervention activities. Both Agencies agree that the implementation of the proposed program evaluation as described in the proposal submitted by Consultant to the California Board of State and Community Corrections (BSCC) for the 2020-2023 California Violence Intervention and Prevention (Cal VIP) program will further that goal. To this end, each Agency agrees to participate in the program by coordinating and providing the following services over the three-year period of the grant-funded program, commencing October 1, 2020 and ending December 31, 2023.

City will

- (1) Convene meetings every two months of the Coordinating and Advisory Council for the Cal VIP program, to discuss strategies, schedules, implementation fidelity, and progress; suggest new directions as necessary; and provide technical support.
- (2) Be responsible for the technical and financial management of the Cal VIP grant including quarterly reporting and billing directly to BSCC.

Consultant will:

- (1) Serve as a member of the Community Alliance for Safety and Peace (CASP) and attend monthly Strategic Work Plan committee meetings to share information and coordinate activities for community-wide violence prevention, twice monthly CASP General Assembly meetings and attend meetings every two months of the Coordinating and Advisory Council for the Cal VIP project to review strategies, schedules, implementation fidelity, and progress, and provide technical assistance as needed.

- (2) Invoice the city on a monthly or quarterly basis
- (3) Ensure on time submittal of quarterly progress reports to the Community Safety Administrator and Board of State and Community Correction.
- (4) Will gather data for the quarterly progress reports and create a local evaluation plan (LEP), including a logic model, that is developed collaboratively and led by the epidemiologist who drafted the CDC STRYVE evaluation plan.
- (5) Highlight our achievements in a final evaluation report that will summarize the activities and outcomes of the proposed strategies.
- (6) Receive \$67,585 total over three years from the Cal VIP grant for the provision of these services between October 1, 2020 and ending December 21, 2023.

Timeline for Deliverables

Date	Task	Deliverable
<p>Quarterly beginning May 15, 2021 through December 31, 2023</p> <p>Q1/Q2 QPR Due May 15, 2021 Q3 QPR Due August 15, 2021 Q4 QPR Due Nov. 15, 2021 Q5 QPR Due Feb. 15, 2022 Q6 QPR Due May 15, 2022 Q7 QPR Due August 15, 2022 Q8 QPR Due Nov. 15, 2022 Q9 QPR Due February 15, 2023 Q10 QPR Due May 15, 2023 Q11 QPR Due August 15, 2023</p>	<p><i>Prepare and submit quarterly progress reports to the Board of State and Community Correction Cohort 3 CAL VIP Grant Manager</i></p>	<p>Quarterly Progress Reports</p>
<p>Due to BSCC March 31, 2021</p>	<p><i>Prepare the Local Evaluation Plan outlining the how the programs in our grant will be evaluated over the next three years</i></p>	<p><i>The Local Evaluation Plan.</i></p>
<p>December 31, 2023</p>	<p><i>Prepare and submit The Final Local Evaluation Report</i></p>	<p><i>The Final Local Evaluation Report</i></p>